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September 22, 2000

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Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Docket 00-00041 - BellSouth Telecommunications Tariff Filing to
Reduce Grouping Rates in Rate Group 5 and to Implement a
3 Percent Late Payment Charge

Dear Mr. Waddell:

This letter is submitted in response to the Tennessee Consumer Advocate Division's (TCAD's) Motion to Modify Protective Order or Change the Classification of Documents Marked Confidential. Though not a party to the docket, MCI WorldCom is very interested in ensuring that its proprietary billing and collection agreement ("B&C agreement") with BellSouth remain subject to a protective order. MCI WorldCom's B&C agreements with local exchange service providers are considered highly confidential and proprietary by the Company and MCI WorldCom strongly supports BellSouth's August 28, 2000 response to the TCAD's motion.

Though not requesting intervention in this docket, MCI WorldCom respectfully requests that the Authority consider its concerns in ruling on the TCAD's Motion. In this regard, MCI WorldCom concurs with and adopts the reasoning and conclusions contained in Sprint's letter to the Authority dated September 21, 2000. In addition to the issues addressed by Sprint, MCI WorldCom offers the following comments in support of its position that the TCAD's Motion should be denied:

- MCI WorldCom's B&C agreement with BellSouth is a competitively sensitive document vis-a-vis other interexchange carriers (IXCs) and contains proprietary information.

MCI WorldCom's B&C agreements, such as the B&C in question with BellSouth, are negotiated by both MCI WorldCom and Local Exchange Carriers (LECs) very carefully and are held in strict confidence by both parties. Such agreements are not akin to a tariffed offering or other standard offering. They are very particular to MCI WorldCom and the Company would be harmed if such an agreement were made available for its competitors to review. The commercially sensitive information contained in the B&C agreement includes, but is not limited to, the pricing elements associated with BellSouth's provisioning of billing and collection services unique to MCI WorldCom, performance thresholds and associated financial impacts, adjustment policies, operating procedures, and billing options available to MCI WorldCom on the BellSouth invoice. By learning and using this competitively sensitive information, a competitor could inappropriately enhance its respective bargaining position and ultimate B&C contract with BellSouth, to the detriment of MCI WorldCom.

Additionally, the B&C agreement details which products BellSouth will bill on behalf of MCI WorldCom. Releasing the contract publicly would give MCI WorldCom's competitors inappropriate proprietary company information. For example, competitors could use the information to mimic certain MCI WorldCom products and services.

- MCI WorldCom's B&C Agreement with BellSouth is a competitively sensitive document vis-a-vis other local exchange carriers.

Also of critical interest to MCI WorldCom is its ability to successfully negotiate B&C agreements with other LECs all around the country, including independent carriers and other Regional Bell Operating Companies (RBOCs). Terms and conditions of such agreements vary considerably from LEC to LEC. MCI WorldCom's negotiating position with other LECs – both inside and outside of Tennessee and the BellSouth region – would be severely compromised if other LECs had access to the confidential B&C agreement between MCI WorldCom and BellSouth. As an example, MCI WorldCom may have agreed to a particular charge for a particular BellSouth billing service in the B&C agreement. In MCI WorldCom's B&C agreement with another LEC, it might have agreed to grant less compensation for the same or a similar service. If the MCI WorldCom-BellSouth agreement is released publicly, that other LEC will likely insist on a fee equal to or greater than what MCI

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WorldCom had agreed to with BellSouth. MCI WorldCom would have no similar ability to review other LECs' B&C agreements with other providers because LECs and IXC's hold these agreements in strict confidence.

None of the information that is competitively sensitive *vis-a-vis* other interexchange carriers or other LECs would benefit the consuming public in Tennessee if the information were made available for their review. This information would be of interest exclusively to competitors of MCI WorldCom and other providers of billing and collection service. Indeed, in the TCAD's Motion, there is no explanation offered of how public release of this information might benefit Tennessee consumers.

The TCAD's Motion discusses "documents and contracts" between "CLECs" and BellSouth. The contracts in question, however, are between BellSouth and various interexchange carriers. It is in MCI WorldCom's capacity as an interexchange carrier that it objects to the TCAD's Motion and wishes for confidential treatment of its B&C agreement with BellSouth to continue.

In conclusion, the TCAD already has the contracts in question in its possession and may use them or any portion of them in arguing its case before the Authority. Public disclosure of the B&C agreements would not benefit consumers in Tennessee and such public disclosure would be extremely damaging to MCI WorldCom, as discussed above.

MCI WorldCom greatly appreciates the Authority's consideration of its comments and urges the Authority to deny the TCAD's Motion.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Jon E. Hastings

JEH/th

cc: Chair Sara Kyle
Director Lynn Greer
Director Melvin Malone
L. Vincent Williams, Deputy Attorney General
Guy Hicks, Esq.